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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
In re:

Chapter 11

SEARS HOLDINGS CORPORATION, et al.,¹

Case No. 18-23538 (RDD)

Debtors.

(Jointly Administered)
-----X

**QKC MAUI OWNER, LLC'S OMNIBUS (I) OBJECTION TO NOTICE OF
ASSUMPTION AND ASSIGNMENT OF ADDITIONAL DESIGNATABLE LEASES, (II)
SUPPLEMENTAL CURE OBJECTION, AND (III) RESTRICTIVE COVENANT
OBJECTION**

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

The Debtors also include SHC Licensed Business LLC (3718), filed as Case No. 18-23616, and SHC Promotions LLC (9626), filed as Case No. 18-23630 (the "Additional Debtors"). The Additional Debtors each filed a motion in their respective chapter 11 case requesting joint administration with the Debtors for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

QKC Maui Owner, LLC (“QKC”), by its undersigned counsel, hereby makes the following omnibus objections (collectively, the “Objection”) in response to the April 19, 2019 *Notice of Assumption and Assignment of Additional Designatable Leases* [Docket No. 3298] (the “Assumption/Assignment Notice”) and to supplement QKC’s previously filed Limited Objection [Docket No. 1874] (the “Limited Objection”) to (i) the Debtors’ January 18, 2019 *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases In Connection With Global Sale Transaction* [Docket No. 1731] (the “Cure Notice”), and (ii) the Global Asset Sale Transaction as described and defined in the Debtors’ January 18, 2019 *Notice of Successful Bidder and Sale Hearing* [Docket No. 1730] (the “Successful Bidder Notice”)², and states:

I. BACKGROUND

1. QKC is a creditor and the landlord of Debtor Sears, Roebuck and Co. (the “Debtor”), with respect to that certain unexpired ground lease of non-residential real property for the purposes of space in a shopping center, being the Debtor’s Store No. 2148, which is located at Queen Ka’ahumanu Center, 275 West Ka’ahumanu Avenue, Kahului, Hawaii 96732 (the “Leased Premises”).

2. QKC, as Landlord, leases to Debtor, as Tenant, the above-referenced Leased Premises, pursuant to that certain Sublease, dated January 27, 1972, which was amended by First Agreement Supplementing Lease, dated February 16, 1973, First Amendment of Lease and Amendment of Reciprocal Easement Agreement, dated April 5, 1979, and Second Amendment to Sublease, dated December 16, 1980, which agreements were amended and restated as Third Amendment to and Restatement of Ground Lease, dated October 18, 1993 (the “Lease”), which

² Capitalized terms not otherwise defined herein shall have the meanings given to them in the Cure Notice, the Successful Bidder Notice and/or the Assumption/Assignment Notice, respectively.

Lease is subject to and modified by that certain Amended and Restated Reciprocal Easement Agreement, dated October 15, 1993, recorded at State of Hawaii Bureau of Conveyances Registrar of Conveyances, recorded on October 18, 1993, as Document Nos. 93-171353 through 93-171360, as amended by First Amendment to Amended and Restated Reciprocal Easement Agreement, dated October 23, 1999 (the “REA”). The present Lease Term of the Lease expires on October 17, 2023. Upon information and belief, copies of the Lease and the REA are in the possession of the Debtors, the Buyer (as defined below) and Transform Operating Stores LLC, the proposed assignee of the Debtor’s interest under the Lease (the “Assignee”).

3. The Lease is a lease “of real property in a shopping center”, within the meaning of Bankruptcy Code § 365(b)(3).

4. The Successful Bidder Notice, among other things, stated that the Debtors determined that the offer submitted by Transform Holdco, LLC (together with any applicable Affiliated Designee, the “Successful Bidder” or “Buyer”), established by ESL Investments, Inc., to acquire all or substantially all of the Global Assets, was the highest or best offer for the Global Assets.

5. The Debtors’ Cure Notice, at Exhibit B, Cure Costs Schedule-Leases for Retail Stores, listed the Lease as an unexpired ground lease subject to potential assumption and assignment and alleged a cure amount of \$3,245. The Cure Notice did not provide for the payment of any attorneys’ fees to QKC as part of properly satisfying QKC’s cure claim.

6. The Cure Notice, in pertinent part, stated:

Adequate Assurance Information for the Buyer will be distributed to the applicable Counterparties. The Buyer’s Adequate Assurance Information is intended to provide the Counterparties to the Contracts and Leases with adequate assurance of future performance and to support the Buyer’s ability to comply with the requirements of adequate assurance of future performance,

including the Buyer's financial wherewithal and willingness to perform under the Contracts and Leases.

Cure Notice at ¶ 9.

7. On January 25, 2019, QKC timely filed and served its Limited Objection. In pertinent part, QKC's Limited Objection objected to the proposed cure amount on multiple grounds, including, without limitation, inaccuracy and substantial understatement of the cure amount, and further objected with respect to the necessity of any potential assumption and assignment by the Debtor of the Lease being subject to adequate assurance of future performance and also being subject to the REA, which is a reciprocal and restrictive land covenant that is a property interest running with the land, as to which 11 U.S.C. § 365 is inapplicable.

8. On February 8, 2019, the Court entered the *Order (I) Approving the Asset Purchase Agreement Among Sellers and Buyer, (II) Authorizing the Sale of Certain of the Debtors' Assets Free and Clear of Liens, Claims, Interests and Encumbrances, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Leases in Connection Therewith, and (IV) Granting Related Relief*, thereby authoring the Debtors' proposed global asset sale transaction with the Buyer [Docket No. 2507] (the "Sale Order").

9. The Sale Order, in pertinent part, fully preserved for future resolution issues relating to cure amounts, adequate assurance of future performance, and other matters related to the proposed assumption and assignment of real estate leases that were not designated as Initial Assigned Agreements (as defined in the Sale Order). *See* Sale Order at ¶ 3. QKC's Lease was not included as one of the Initial Assigned Agreements.

10. In pertinent part, the Sale Order states:

Nothing herein or in the Asset Purchase Agreement or any related document shall authorize, absent further order of the Court or agreement among the Debtors or the Buyer, on the one hand, and the applicable non-Debtor counterparty, on the other hand, the sale

of any real property owned by the Debtors, free and clear of (and shall not diminish) any interests, covenants, or rights applicable to such real estate assets that limit or condition the permitted use of the property such as easements, reciprocal easement agreements, operating or redevelopment agreements, covenants, licenses, or permits (collectively “Restrictive Covenants”) that are not executory or that run with the land. ***To the extent that the Debtors or any other party seek to assume and assign any real estate leases to which a Debtor is a party free and clear of any Restrictive Covenant, the Debtors or such party shall file a notice that describes the Restrictive Covenant that the party is seeking to extinguish or otherwise diminish*** and any non-Debtor counterparty to a Restrictive Covenant will have fourteen (14) calendar days from the filing and service of notice of such requested relief to file and serve an objection thereto; any such issues shall be determined by the Court or otherwise resolved consensually prior to the effectiveness of the assignment of any Lease, and all rights, remedies and positions of all parties with respect to any such relief are preserved.

Sale Order at ¶ 59 (emphasis added).

11. On April 2, 2019, the Court entered its *Order (I) Authorizing Assumption and Assignment of Certain Executory Contracts and Leases and (II) Granting Related Relief* [Docket No. 3008] (the “Assumption and Assignment Order”). The Assumption and Assignment Order continued the preservation of the rights of objecting landlords for future resolution and, like the Sale Order, in pertinent part provides:

To the extent that the Debtors or any other party seek to assume and assign any real estate leases to which a Debtor is a party free and clear of any interests, covenants, or rights applicable to such real estate assets that limit or condition the permitted use of the property such as easements, reciprocal easement agreements, operating or redevelopment agreements, covenants, licenses, or permits (collectively, “Restrictive Covenants”), the applicable Designated Lease Notice shall describe the Restrictive Covenant that the party is seeking to extinguish or otherwise diminish

Assumption and Assignment Order at ¶ 26.

12. On April 19, 2019, the Buyer filed its Assumption/Assignment Notice designating QKC's Lease for proposed assumption and assignment to the Assignee as an Additional Designated Lease. *See* Assumption/Assignment Notice, p. 7, Item 149.

13. The Assumption/Assignment Notice was QKC's first notice that the Assignee was the proposed assignee of Debtor's interest under the Lease.

14. In pertinent part, the Assumption/Assignment Notice, like the original Cure Notice, alleges that the cure amount owed to QKC is \$3,245.00.

15. In pertinent part, the Assumption/Assignment Notice also states:

In accordance with paragraph 59 of the Sale Order and paragraph 26 of the Assumption and Assignment Order, Buyer intends to designate the Additional Designated Leases for assumption and assignment free and clear of any interests, covenants or rights applicable to such real estate leases to the extent the same limit or condition the permitted use of the property such as easements, reciprocal easement agreements, operating or redevelopment agreements, covenants, licenses, or permits (collectively, "Restrictive Covenants") *that are executory and do not run with the land.*

Assumption/Assignment Notice at ¶ 18 (emphasis added).

II. OBJECTION TO ALLEGED CURE AMOUNT

16. QKC objects to the proposed cure amount of \$3,245.00 in the Assumption/Assignment Notice for the reasons set forth below.

17. In the intervening period between the filing of the original Cure Notice (and the filing of QKC's prior Limited Objection) and the filing of the Assumption/Assignment Notice, additional charges have accrued under the Lease that are outstanding and unpaid (including, in part and without limitation, additional attorneys' fees incurred by QKC in this case) and certain payments have been received by QKC, on account of certain Lease obligations, such that the cure amount has changed and it is necessary to update the same, as described below.

18. The accurate cure amount owed to QKC is not less than \$190,363.87, consisting of (a) as of April 22, 2019, the balance of \$159,370.29 then due and owing under the Lease, as itemized by date and nature of amount owed as set forth in the account statement attached as Exhibit A hereto, exclusive of attorneys' fees and costs, and (b) attorneys' fees and costs of \$30,993.58, as incurred by QKC from and after the October 15, 2018 petition date of the Debtors' Chapter 11 cases, and through and including April 22, 2019, with respect to these proceedings; together with additional amounts accruing and/or being chargeable under the Lease, from and after April 22, 2019, and further including, without limitation, amounts that may have accrued but not yet been billed, including periodic reconciliation of certain charges, and additional attorneys' fees and costs.

19. Pursuant to Section 18.1 of the Lease, QKC is entitled to recover its attorneys' fees and costs. Attorneys' fees and costs incurred in enforcement of the covenants, obligations, and conditions of the Lease, must be paid as a condition of the assumption of the Lease. *See, e.g., Urban Retail Properties v. Lowes Cineplex Entertainment Corporation, et al.*, 2002 WL 5355479 at 152 (S.D.N.Y. April 9, 2002).

20. In order to assume the Lease, the Debtors are required to cure defaults existing under the Lease, pursuant to Bankruptcy Code §365(b)(1)(A), which provides in pertinent part that "[i]f there has been a default in an executory contract or an unexpired lease of the debtor, the trustee may not assume such contract or lease, unless at the time of assumption of such contract or lease, the trustee. . .cures, or provides adequate assurance that the trustee will promptly cure, such default. . . ." *Id.*

21. The QKC Lease cannot be assumed and assigned to the Assignee unless, among other things, QKC is paid the full amount of QKC's cure claim for monetary defaults under

Bankruptcy Code §365 as of the date of entry of an appropriate order of this Court approving the Debtor's assumption of the Lease or other effective date of such assumption.

III. REQUIREMENT OF ADEQUATE ASSURANCE OF FUTURE PERFORMANCE

22. The Debtor also cannot assume and assign the Lease to Assignee unless there is adequate assurance of Assignee's future performance under the Lease. Bankruptcy Code §365(b)(1)(C); *see also* Bankruptcy Code §365(f)(2).

23. Because the Lease is a lease of real property in a shopping center, Bankruptcy Code §365(b)(3) also requires that adequate assurance of future performance includes adequate assurance:

- (A) of the source of rent and other consideration due under such lease, and in the case of an assignment, that the financial condition and operating performance of the proposed assignee and its guarantors, if any, shall be similar to the financial condition and operating performance of the debtor and its guarantors, if any, as of the time the debtor became the lessee under the lease;
- (B) that any percentage rent due under such lease will not decline substantially;
- (C) that assumption or assignment of such lease is subject to all the provisions thereof, including (but not limited to) provisions such as a radius, location, use, or exclusivity provision, and will not breach any such provision contained in any other lease, financing agreement, or master agreement relating to such shopping center;
- (D) that assumption or assignment of such lease will not disrupt any tenant mix or balance in such shopping center.

Id.

24. Upon information and belief, QKC has not received any purported adequate assurance information as to the Assignee. Absent satisfying the adequate assurance requirement, the Lease cannot be assigned to Assignee.

25. If the Assignee cannot otherwise demonstrate that it possesses the financial and operational wherewithal or capitalization to satisfy the requirements of the QKC Lease, the

Assignee should minimally be required to provide (a) a guaranty of future performance from a financially capable affiliated entity; (b) a letter of credit, or (c) a cash security deposit in an amount commercially reasonable in the circumstances.

26. QKC hereby reserves all rights with respect to Buyer's and/or Assignee's obligation to demonstrate adequate assurance of future performance, and Debtors, Buyer and the Assignee have the burden of proving, among other things, that the requirements of 11 U.S.C. § 365(f)(2)(B) have been satisfied with respect to the Assignee.

IV. RESTRICTIVE COVENANT OBJECTION

27. The REA is neither a lease agreement nor an executory contract that is subject to assumption or rejection. Rather, the REA is a restrictive reciprocal land covenant which by its terms is a property interest running with the land, to which 11 U.S.C. §365 is inapplicable. *See Gouveia v. Tazbir*, 37 F.3d 295, 298-299 (7th Cir. 1994); *In re Three A's Holdings, LLC*, 364 B.R. 550 (Bankr. D. Del. 2007). Reciprocal easement agreements and other such restrictive covenants are not executory contracts. *See, e.g. In re 523 E. Fifth St. Hous. Pres. Dev. Fund Corp.*, 79 B.R. 568, 575 (Bankr. S.D.N.Y. 1987); *In re Case*, 91 B.R. 102, 104 (Bankr. D. Colo. 1988).

28. The REA is not an executory contract that can be rejected and the Debtors cannot otherwise assume and assign the Lease to the Assignee free and clear of the REA.

29. The Assumption/Assignment Notice fails to describe the specific Restrictive Covenants, if any, as to which the proposed assumption and assignment of QKC's Lease is or may be sought to be made "free and clear". To the extent that the Assumption/Assignment Notice may seek to do so, however, this constitutes an impermissible deviation from the aforementioned express requirements of both the Sale Order and the Assumption and Assignment Order as to which QKC objects.

30. QKC has not consented to any modifications to the Lease or the REA.

31. QKC objects to any potential change in use of the Leased Premises inconsistent with the terms of the Lease and the REA, unless expressly consented to by QKC.

V. JOINDER

32. In addition to the foregoing, QKC joins in any objections filed by any of the Debtors' other landlords to the extent that such objections have a sound factual and legal basis, and address issues of cure, adequate assurance and preserving existing lease requirements, and/or the continuing effect and enforceability of non-executory restrictive covenants that run with the land, and that are not inconsistent with this Objection.

VI. RESERVATION OF RIGHTS

33. This Objection is also intended to apply to any proposed assumption and assignment of the QKC Lease to any entity other than the Assignee, in the event that the Debtors propose the assumption and assignment of the QKC Lease to any assignee other than the Assignee.

34. QKC reserves the right to supplement and/or amend this Objection, including, without limitation, to add additional sums that accrue and/or become due to QKC under the QKC Lease from and after April 22, 2019, and further including amounts that may have accrued but not yet been billed, including periodic reconciliation of certain charges, and otherwise with respect to any additional issues relating to any proposed assignee of the Lease other than the Assignee

VII. CONCLUSION

WHEREFORE, for the foregoing reasons, QKC respectfully requests that this Court:

(A) Condition any assumption by the Debtor of the Lease upon QKC being paid in full the aggregate cure claim of QKC as of the date of entry of any assumption

order or other effective date of assumption of the QKC Lease, being not less than \$190,363.87, together with any and all additions to QKC's cure claim from and after April 22, 2019, and further including, without limitation, amounts that may have accrued but not yet been billed, including periodic reconciliation of certain charges, and any additional attorneys' fees and costs incurred by QKC in this matter from and after April 22, 2019;

(B) Require that the Assignee, or any other proposed assignee of the Debtor's interest in the Lease, demonstrate adequate assurance of future performance as a condition precedent to any possible assignment;

(C) Require that the Assignee, or any other proposed assignee of the Debtor's interest in the Lease, be required to abide by the REA, without exception or modification; and

(D) Grant to QKC such other and further relief as may be just and appropriate in the circumstances.

HONIGMAN LLP

Attorneys for QKC Maui Owner, LLC

By: /s/ Lawrence A. Lichtman

Lawrence A. Lichtman (MI Bar No. P35403)

Admitted Pro Hac Vice

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Dated: May 2, 2019

EXHIBIT A

Account Statement

QKC Maui Owner, LLC
PO Box 843743
Los Angeles, CA 90084-3743

Statement

Account p0096 t0000313 Sears #002148
Prop Name QKC Maui MZB, LLC DBA Queen Ka'ahumanu Center
Assigned Spaces 1000
Date 04/22/2019
Payment \$

Sears #002148
Sears #002148
3333 Beverly Rd
Hoffman Estates, IL 60179



Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
12/03/2015	Imported Balance as of 12/31/16	-2,147.47	0.00	-2,147.47
11/07/2016	Chk# 99999 - Reapplied Receipt	0.00	520.83	-2,668.30
12/19/2016	Imported Balance as of 12/31/16	20,948.69	0.00	18,280.39
12/19/2016	Imported Balance as of 12/31/16	872.72	0.00	19,153.11
01/03/2017	Chk# 142269	0.00	12,808.04	6,345.07
01/11/2017	Base Minimum Rent (01/2017)	3,244.57	0.00	9,589.64
01/11/2017	General Excise Tax for Base Minimum Rent (01/2017)	135.17	0.00	9,724.81
01/11/2017	CAM Charge - Fixed (01/2017)	9,051.23	0.00	18,776.04
01/11/2017	General Excise Tax for CAM Charge - Fixed (01/2017)	377.07	0.00	19,153.11
01/11/2017	Marketing Fund (01/2017-12/2017)	500.00	0.00	19,653.11
01/11/2017	General Excise Tax for Marketing Fund (01/2017-12/2017)	20.83	0.00	19,673.94
01/11/2017	Water & Sewer (01/2017)	722.39	0.00	20,396.33
01/11/2017	General Excise Tax for Water & Sewer (01/2017)	30.09	0.00	20,426.42
01/20/2017	Chk# 131030	0.00	21,821.41	-1,394.99
01/30/2017	11/29/16 to 12/28/16 Electric	19,485.73	0.00	18,090.74
01/30/2017		811.78	0.00	18,902.52
02/03/2017	Chk# 132021 - Jan-Mar water	0.00	2,257.44	16,645.08
02/06/2017	Chk# 144086 - Feb rent	0.00	12,808.04	3,837.04
02/11/2017	Base Minimum Rent (02/2017)	3,244.57	0.00	7,081.61
02/11/2017	General Excise Tax for Base Minimum Rent (02/2017)	135.17	0.00	7,216.78
02/11/2017	CAM Charge - Fixed (02/2017)	9,051.23	0.00	16,268.01
02/11/2017	General Excise Tax for CAM Charge - Fixed (02/2017)	377.07	0.00	16,645.08
02/11/2017	Water & Sewer (02/2017)	722.39	0.00	17,367.47
02/11/2017	General Excise Tax for Water & Sewer (02/2017)	30.09	0.00	17,397.56
02/28/2017	Chk# 145139 - 2/1/16-1/31/17 % Rent Recon	0.00	2,302.67	15,094.89
02/28/2017	2/1/16-1/31/17 % Rent Recon	2,210.58	0.00	17,305.47
02/28/2017	2/1/16-1/31/17 % Rent Recon	92.09	0.00	17,397.56
02/28/2017	12/29/16 to 1/26/17 Electric	16,857.28	0.00	34,254.84
02/28/2017		702.27	0.00	34,957.11
03/01/2017	Base Minimum Rent (03/2017)	3,244.57	0.00	38,201.68
03/01/2017	General Excise Tax for Base Minimum Rent (03/2017)	135.17	0.00	38,336.85
03/01/2017	CAM Charge - Fixed (03/2017)	9,051.23	0.00	47,388.08
03/01/2017	General Excise Tax for CAM Charge - Fixed (03/2017)	377.07	0.00	47,765.15
03/01/2017	Water & Sewer (03/2017)	722.39	0.00	48,487.54
03/01/2017	General Excise Tax for Water & Sewer (03/2017)	30.09	0.00	48,517.63
03/06/2017	Chk# 133427 - Dec electric	0.00	20,297.51	28,220.12
03/07/2017	Chk# 145727 - Mar rent	0.00	12,808.04	15,412.08
03/13/2017	1/27/17 to 2/25/17 Electric	18,161.40	0.00	33,573.48
03/13/2017		756.60	0.00	34,330.08
03/31/2017	Chk# 147237 - Apr rent	0.00	12,808.04	21,522.04

0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
89.55	16,640.90	0.00	142,639.84	159,370.29

QKC Maui Owner, LLC
PO Box 843743
Los Angeles, CA 90084-3743

Statement

Account p0096 t0000313 Sears #002148
Prop Name QKC Maui MZB, LLC DBA Queen Ka'ahumanu Center
Assigned Spaces 1000
Date 04/22/2019
Payment \$ _____

Sears #002148
Sears #002148
3333 Beverly Rd
Hoffman Estates, IL 60179



Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
04/01/2017	Base Minimum Rent (04/2017)	3,244.57	0.00	24,766.61
04/01/2017	General Excise Tax for Base Minimum Rent (04/2017)	135.17	0.00	24,901.78
04/01/2017	CAM Charge - Fixed (04/2017)	9,051.23	0.00	33,953.01
04/01/2017	General Excise Tax for CAM Charge - Fixed (04/2017)	377.07	0.00	34,330.08
04/01/2017	Water & Sewer (04/2017)	722.39	0.00	35,052.47
04/01/2017	General Excise Tax for Water & Sewer (04/2017)	30.09	0.00	35,082.56
04/03/2017	Chk# 134867 - Apr-Jun Water	0.00	2,257.44	32,825.12
04/10/2017	2/26/17 to 3/27/17 Electric	18,028.74	0.00	50,853.86
04/10/2017	2/26/17 to 3/27/17 Electric	751.08	0.00	51,604.94
04/21/2017	Chk# 135857 - Jan-Feb electric	0.00	36,477.55	15,127.39
05/01/2017	Chk# 148779 - May base rent & CAM	0.00	12,808.04	2,319.35
05/01/2017	Base Minimum Rent (05/2017)	3,244.57	0.00	5,563.92
05/01/2017	General Excise Tax for Base Minimum Rent (05/2017)	135.17	0.00	5,699.09
05/01/2017	CAM Charge - Fixed (05/2017)	9,051.23	0.00	14,750.32
05/01/2017	General Excise Tax for CAM Charge - Fixed (05/2017)	377.07	0.00	15,127.39
05/01/2017	Water & Sewer (05/2017)	722.39	0.00	15,849.78
05/01/2017	General Excise Tax for Water & Sewer (05/2017)	30.09	0.00	15,879.87
05/11/2017	3/28/17 to 4/26/17 Electric	22,130.91	0.00	38,010.78
05/11/2017	3/28/17 to 4/26/17 Electric	921.97	0.00	38,932.75
05/22/2017	Chk# 137062 - Mar electric	0.00	18,779.82	20,152.93
06/01/2017	Base Minimum Rent (06/2017)	3,244.57	0.00	23,397.50
06/01/2017	General Excise Tax for Base Minimum Rent (06/2017)	135.17	0.00	23,532.67
06/01/2017	CAM Charge - Fixed (06/2017)	9,051.23	0.00	32,583.90
06/01/2017	General Excise Tax for CAM Charge - Fixed (06/2017)	377.07	0.00	32,960.97
06/01/2017	Water & Sewer (06/2017)	722.39	0.00	33,683.36
06/01/2017	General Excise Tax for Water & Sewer (06/2017)	30.09	0.00	33,713.45
06/06/2017	Chk# 150309 - Jun base rent & CAM	0.00	12,808.04	20,905.41
06/21/2017	4/27/17 to 5/25/17 Electric	21,201.27	0.00	42,106.68
06/21/2017	4/27/17 to 5/25/17 Electric	883.24	0.00	42,989.92
06/26/2017	Chk# 138275 - Jul-Sep water	0.00	2,257.44	40,732.48
07/01/2017	Base Minimum Rent (07/2017)	3,244.57	0.00	43,977.05
07/01/2017	General Excise Tax for Base Minimum Rent (07/2017)	135.17	0.00	44,112.22
07/01/2017	CAM Charge - Fixed (07/2017)	9,051.23	0.00	53,163.45
07/01/2017	General Excise Tax for CAM Charge - Fixed (07/2017)	377.07	0.00	53,540.52
07/01/2017	Water & Sewer (07/2017)	722.39	0.00	54,262.91
07/01/2017	General Excise Tax for Water & Sewer (07/2017)	30.09	0.00	54,293.00
07/06/2017	Chk# 151664 - Jul base rent & CAM	0.00	12,808.04	41,484.96
07/10/2017	5/26/17 to 6/26/17 Electric	22,199.19	0.00	63,684.15
07/10/2017	5/26/17 to 6/26/17 Electric	924.82	0.00	64,608.97
07/18/2017	Chk# 138838 - Apr-May electric	0.00	45,137.39	19,471.58

0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
89.55	16,640.90	0.00	142,639.84	159,370.29

QKC Maui Owner, LLC
PO Box 843743
Los Angeles, CA 90084-3743

Statement

Account p0096 t0000313 Sears #002148
Prop Name QKC Maui MZB, LLC DBA Queen Ka'ahumanu Center
Assigned Spaces 1000
Date 04/22/2019
Payment \$ _____

Sears #002148
Sears #002148
3333 Beverly Rd
Hoffman Estates, IL 60179



Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
08/01/2017	Chk# 153111 - Aug base rent & CAM	0.00	12,808.04	6,663.54
08/01/2017	Base Minimum Rent (08/2017)	3,244.57	0.00	9,908.11
08/01/2017	General Excise Tax for Base Minimum Rent (08/2017)	135.17	0.00	10,043.28
08/01/2017	CAM Charge - Fixed (08/2017)	9,051.23	0.00	19,094.51
08/01/2017	General Excise Tax for CAM Charge - Fixed (08/2017)	377.07	0.00	19,471.58
08/01/2017	Water & Sewer (08/2017)	722.39	0.00	20,193.97
08/01/2017	General Excise Tax for Water & Sewer (08/2017)	30.09	0.00	20,224.06
08/10/2017	6/27/17 to 7/26/17 Electric	22,811.29	0.00	43,035.35
08/10/2017	6/27/17 to 7/26/17 Electric	950.32	0.00	43,985.67
09/01/2017	Base Minimum Rent (09/2017)	3,244.57	0.00	47,230.24
09/01/2017	General Excise Tax for Base Minimum Rent (09/2017)	135.17	0.00	47,365.41
09/01/2017	CAM Charge - Fixed (09/2017)	9,051.23	0.00	56,416.64
09/01/2017	General Excise Tax for CAM Charge - Fixed (09/2017)	377.07	0.00	56,793.71
09/01/2017	Water & Sewer (09/2017)	722.39	0.00	57,516.10
09/01/2017	General Excise Tax for Water & Sewer (09/2017)	30.09	0.00	57,546.19
09/05/2017	Chk# 154727 - Sep base rent & CAM	0.00	12,808.04	44,738.15
09/11/2017	7/27/17 to 8/25/17 Electric	21,802.91	0.00	66,541.06
09/11/2017	7/27/17 to 8/25/17 Electric	908.31	0.00	67,449.37
09/20/2017	Chk# 141166 - Jun-Jul electric	0.00	46,885.62	20,563.75
10/01/2017	Base Minimum Rent (10/2017)	3,244.57	0.00	23,808.32
10/01/2017	General Excise Tax for Base Minimum Rent (10/2017)	135.17	0.00	23,943.49
10/01/2017	CAM Charge - Fixed (10/2017)	9,051.23	0.00	32,994.72
10/01/2017	General Excise Tax for CAM Charge - Fixed (10/2017)	377.07	0.00	33,371.79
10/01/2017	Water & Sewer (10/2017)	722.39	0.00	34,094.18
10/01/2017	General Excise Tax for Water & Sewer (10/2017)	30.09	0.00	34,124.27
10/02/2017	Chk# 156300 - Oct base rent & CAM	0.00	12,808.04	21,316.23
10/10/2017	Chk# 141642 - Aug electric	0.00	22,711.22	-1,394.99
10/10/2017	8/26/17 to 9/25/17 Electric	20,878.41	0.00	19,483.42
10/10/2017	8/26/17 to 9/25/17 Electric	869.79	0.00	20,353.21
10/16/2017	Chk# 141852 - Oct-Dec water	0.00	2,257.44	18,095.77
11/01/2017	Base Minimum Rent (11/2017)	3,244.57	0.00	21,340.34
11/01/2017	General Excise Tax for Base Minimum Rent (11/2017)	135.17	0.00	21,475.51
11/01/2017	CAM Charge - Fixed (11/2017)	9,051.23	0.00	30,526.74
11/01/2017	General Excise Tax for CAM Charge - Fixed (11/2017)	377.07	0.00	30,903.81
11/01/2017	Water & Sewer (11/2017)	722.39	0.00	31,626.20
11/01/2017	General Excise Tax for Water & Sewer (11/2017)	30.09	0.00	31,656.29
11/06/2017	Chk# 157940 - Nov base rent & CAM, 2018 Marketing	0.00	13,328.87	18,327.42
11/10/2017	9/26/17 to 10/25/17 Electric	22,401.05	0.00	40,728.47
11/10/2017	9/26/17 to 10/25/17 Electric	933.23	0.00	41,661.70
11/17/2017	Chk# 143192 - Sep electric	0.00	21,748.20	19,913.50

0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
89.55	16,640.90	0.00	142,639.84	159,370.29

QKC Maui Owner, LLC
PO Box 843743
Los Angeles, CA 90084-3743

Statement

Account p0096 t0000313 Sears #002148
Prop Name QKC Maui MZB, LLC DBA Queen Ka'ahumanu Center
Assigned Spaces 1000
Date 04/22/2019
Payment \$ _____

Sears #002148
Sears #002148
3333 Beverly Rd
Hoffman Estates, IL 60179



Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
12/01/2017	Base Minimum Rent (12/2017)	3,244.57	0.00	23,158.07
12/01/2017	General Excise Tax for Base Minimum Rent (12/2017)	135.17	0.00	23,293.24
12/01/2017	CAM Charge - Fixed (12/2017)	9,051.23	0.00	32,344.47
12/01/2017	General Excise Tax for CAM Charge - Fixed (12/2017)	377.07	0.00	32,721.54
12/01/2017	Water & Sewer (12/2017)	722.39	0.00	33,443.93
12/01/2017	General Excise Tax for Water & Sewer (12/2017)	30.09	0.00	33,474.02
12/04/2017	Chk# 159427 - Dec base rent & CAM	0.00	12,808.04	20,665.98
12/11/2017	10/26/17 to 11/24/17 Electric	18,476.25	0.00	39,142.23
12/11/2017	10/26/17 to 11/24/17 Electric	769.72	0.00	39,911.95
01/01/2018	Base Minimum Rent (01/2018)	3,244.57	0.00	43,156.52
01/01/2018	General Excise Tax for Base Minimum Rent (01/2018)	135.17	0.00	43,291.69
01/01/2018	CAM Charge - Fixed (01/2018)	9,051.23	0.00	52,342.92
01/01/2018	General Excise Tax for CAM Charge - Fixed (01/2018)	377.07	0.00	52,719.99
01/01/2018	Marketing Fund (01/2018-12/2018)	500.00	0.00	53,219.99
01/01/2018	General Excise Tax for Marketing Fund (01/2018-12/2018)	20.83	0.00	53,240.82
01/01/2018	Water & Sewer (01/2018)	722.39	0.00	53,963.21
01/01/2018	General Excise Tax for Water & Sewer (01/2018)	30.09	0.00	53,993.30
01/02/2018	Chk# 161045 - Jan base rent & CAM	0.00	12,808.04	41,185.26
01/12/2018	Chk# 145047 - Oct-Nov electric	0.00	42,580.25	-1,394.99
01/26/2018	11/25/17 to 12/26/17 Electric	18,547.55	0.00	17,152.56
01/26/2018	11/25/17 to 12/26/17 Electric	772.69	0.00	17,925.25
02/01/2018	Base Minimum Rent (02/2018)	3,244.57	0.00	21,169.82
02/01/2018	General Excise Tax for Base Minimum Rent (02/2018)	135.17	0.00	21,304.99
02/01/2018	CAM Charge - Fixed (02/2018)	9,051.23	0.00	30,356.22
02/01/2018	General Excise Tax for CAM Charge - Fixed (02/2018)	377.07	0.00	30,733.29
02/01/2018	Water & Sewer (02/2018)	722.39	0.00	31,455.68
02/01/2018	General Excise Tax for Water & Sewer (02/2018)	30.09	0.00	31,485.77
02/05/2018	Chk# 162652 - Feb base rent & CAM	0.00	12,808.04	18,677.73
02/05/2018	Chk# 145862 - Jan-Mar water	0.00	2,257.44	16,420.29
02/26/2018	12/27/17 to 1/24/18 Electric	15,983.41	0.00	32,403.70
02/26/2018	12/27/17 to 1/24/18 Electric	665.87	0.00	33,069.57
03/01/2018	Base Minimum Rent (03/2018)	3,244.57	0.00	36,314.14
03/01/2018	General Excise Tax for Base Minimum Rent (03/2018)	135.17	0.00	36,449.31
03/01/2018	CAM Charge - Fixed (03/2018)	9,051.23	0.00	45,500.54
03/01/2018	General Excise Tax for CAM Charge - Fixed (03/2018)	377.07	0.00	45,877.61
03/01/2018	Water & Sewer (03/2018)	722.39	0.00	46,600.00
03/01/2018	General Excise Tax for Water & Sewer (03/2018)	30.09	0.00	46,630.09
03/05/2018	Chk# 164125 - Mar base rent, CAM	0.00	12,808.04	33,822.05
03/16/2018	1/25/18 to 2/26/18 Electric	17,769.01	0.00	51,591.06
03/16/2018	1/25/18 to 2/26/18 Electric	740.26	0.00	52,331.32

0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
89.55	16,640.90	0.00	142,639.84	159,370.29

QKC Maui Owner, LLC
PO Box 843743
Los Angeles, CA 90084-3743

Statement

Account p0096 t0000313 Sears #002148
Prop Name QKC Maui MZB, LLC DBA Queen Ka'ahumanu Center
Assigned Spaces 1000
Date 04/22/2019
Payment \$ _____

Sears #002148
Sears #002148
3333 Beverly Rd
Hoffman Estates, IL 60179



Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
03/20/2018	Chk# 147295 - Dec electric	0.00	19,320.24	33,011.08
04/01/2018	Base Minimum Rent (04/2018)	3,244.57	0.00	36,255.65
04/01/2018	General Excise Tax for Base Minimum Rent (04/2018)	135.17	0.00	36,390.82
04/01/2018	CAM Charge - Fixed (04/2018)	9,051.23	0.00	45,442.05
04/01/2018	General Excise Tax for CAM Charge - Fixed (04/2018)	377.07	0.00	45,819.12
04/01/2018	Water & Sewer (04/2018)	722.39	0.00	46,541.51
04/01/2018	General Excise Tax for Water & Sewer (04/2018)	30.09	0.00	46,571.60
04/02/2018	Chk# 147940 - Jan electric	0.00	16,649.28	29,922.32
04/04/2018	Chk# 165618 - Apr base rent & CAM	0.00	12,808.04	17,114.28
04/10/2018	2/27/18 to 3/27/18 Electric	16,843.04	0.00	33,957.32
04/10/2018	2/27/18 to 3/27/18 Electric	701.68	0.00	34,659.00
05/01/2018	Base Minimum Rent (05/2018)	3,244.57	0.00	37,903.57
05/01/2018	General Excise Tax for Base Minimum Rent (05/2018)	135.17	0.00	38,038.74
05/01/2018	CAM Charge - Fixed (05/2018)	9,051.23	0.00	47,089.97
05/01/2018	General Excise Tax for CAM Charge - Fixed (05/2018)	377.07	0.00	47,467.04
05/01/2018	Water & Sewer (05/2018)	722.39	0.00	48,189.43
05/01/2018	General Excise Tax for Water & Sewer (05/2018)	30.09	0.00	48,219.52
05/04/2018	Chk# 167163 - May base rent, CAM	0.00	12,808.04	35,411.48
05/10/2018	3/28/18 to 4/26/18 Electric	19,710.39	0.00	55,121.87
05/10/2018	3/28/18 to 4/26/18 Electric	821.13	0.00	55,943.00
06/01/2018	Base Minimum Rent (06/2018)	3,244.57	0.00	59,187.57
06/01/2018	General Excise Tax for Base Minimum Rent (06/2018)	135.17	0.00	59,322.74
06/01/2018	CAM Charge - Fixed (06/2018)	9,051.23	0.00	68,373.97
06/01/2018	General Excise Tax for CAM Charge - Fixed (06/2018)	377.07	0.00	68,751.04
06/01/2018	Water & Sewer (06/2018)	722.39	0.00	69,473.43
06/01/2018	General Excise Tax for Water & Sewer (06/2018)	30.09	0.00	69,503.52
06/04/2018	Chk# 168757 - Jun base rent & CAM	0.00	12,808.04	56,695.48
06/04/2018	Chk# 149814 - Apr-Jun water	0.00	2,257.44	54,438.04
06/12/2018	4/27/18 to 5/25/18 Electric	18,443.24	0.00	72,881.28
06/12/2018	4/27/18 to 5/25/18 Electric	768.35	0.00	73,649.63
07/01/2018	Base Minimum Rent (07/2018)	3,244.57	0.00	76,894.20
07/01/2018	General Excise Tax for Base Minimum Rent (07/2018)	135.17	0.00	77,029.37
07/01/2018	CAM Charge - Fixed (07/2018)	9,051.23	0.00	86,080.60
07/01/2018	General Excise Tax for CAM Charge - Fixed (07/2018)	377.07	0.00	86,457.67
07/01/2018	Water & Sewer (07/2018)	722.39	0.00	87,180.06
07/01/2018	General Excise Tax for Water & Sewer (07/2018)	30.09	0.00	87,210.15
07/02/2018	Chk# 150654 - Jul-Sep water	0.00	2,257.44	84,952.71
07/05/2018	Chk# 170244 - Jul base rent & CAM	0.00	12,808.04	72,144.67
07/09/2018	5/26/18 to 6/26/18 Electric	22,965.43	0.00	95,110.10
07/09/2018	5/26/18 to 6/26/18 Electric	956.74	0.00	96,066.84

0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
89.55	16,640.90	0.00	142,639.84	159,370.29

QKC Maui Owner, LLC
PO Box 843743
Los Angeles, CA 90084-3743

Statement

Account p0096 t0000313 Sears #002148
Prop Name QKC Maui MZB, LLC DBA Queen Ka'ahumanu Center
Assigned Spaces 1000
Date 04/22/2019
Payment \$

Sears #002148
Sears #002148
3333 Beverly Rd
Hoffman Estates, IL 60179



Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
08/01/2018	Base Minimum Rent (08/2018)	3,244.57	0.00	99,311.41
08/01/2018	General Excise Tax for Base Minimum Rent (08/2018)	135.17	0.00	99,446.58
08/01/2018	CAM Charge - Fixed (08/2018)	9,051.23	0.00	108,497.81
08/01/2018	General Excise Tax for CAM Charge - Fixed (08/2018)	377.07	0.00	108,874.88
08/01/2018	Water & Sewer (08/2018)	722.39	0.00	109,597.27
08/01/2018	General Excise Tax for Water & Sewer (08/2018)	30.09	0.00	109,627.36
08/06/2018	Chk# 171799 - Aug base rent, CAM	0.00	12,808.04	96,819.32
08/16/2018	Chk# 151903 - Apr electric	0.00	20,531.52	76,287.80
08/27/2018	Chk# 152203 - May-Jun electric	0.00	43,133.76	33,154.04
08/27/2018	6/27/18 to 7/26/18 Electric	23,926.07	0.00	57,080.11
08/27/2018	6/27/18 to 7/26/18 Electric	996.76	0.00	58,076.87
09/01/2018	Base Minimum Rent (09/2018)	3,244.57	0.00	61,321.44
09/01/2018	General Excise Tax for Base Minimum Rent (09/2018)	135.17	0.00	61,456.61
09/01/2018	CAM Charge - Fixed (09/2018)	9,051.23	0.00	70,507.84
09/01/2018	General Excise Tax for CAM Charge - Fixed (09/2018)	377.07	0.00	70,884.91
09/01/2018	Water & Sewer (09/2018)	722.39	0.00	71,607.30
09/01/2018	General Excise Tax for Water & Sewer (09/2018)	30.09	0.00	71,637.39
09/05/2018	Chk# 173174	0.00	12,808.04	58,829.35
09/21/2018	7/27/18 to 8/27/18 Electric	24,342.81	0.00	83,172.16
09/21/2018	7/27/18 to 8/27/18 Electric	1,014.12	0.00	84,186.28
09/28/2018	Chk# 0000153038 - Engie Insight - #2148 Water/Sewer	0.00	2,257.44	81,928.84
10/01/2018	Base Minimum Rent (10/2018)	3,244.57	0.00	85,173.41
10/01/2018	General Excise Tax for Base Minimum Rent (10/2018)	135.17	0.00	85,308.58
10/01/2018	CAM Charge - Fixed (10/2018)	4,963.58	0.00	90,272.16
10/01/2018	General Excise Tax for CAM Charge - Fixed (10/2018)	206.78	0.00	90,478.94
10/01/2018	CAM Charge - Fixed (10/2018)	4,233.64	0.00	94,712.58
10/01/2018	General Excise Tax for CAM Charge - Fixed (10/2018)	176.37	0.00	94,888.95
10/01/2018	Water & Sewer (10/2018)	722.39	0.00	95,611.34
10/01/2018	General Excise Tax for Water & Sewer (10/2018)	30.09	0.00	95,641.43
10/09/2018	Chk# 174521	0.00	12,808.04	82,833.39
10/18/2018	08/28/18 to 09/26/18	23,227.43	0.00	106,060.82
10/18/2018	08/28/18 to 09/26/18	967.65	0.00	107,028.47
11/01/2018	Base Minimum Rent (11/2018)	3,244.57	0.00	110,273.04
11/01/2018	General Excise Tax for Base Minimum Rent (11/2018)	135.17	0.00	110,408.21
11/01/2018	CAM Charge - Fixed (11/2018)	9,374.49	0.00	119,782.70
11/01/2018	General Excise Tax for CAM Charge - Fixed (11/2018)	390.54	0.00	120,173.24
11/01/2018	Water & Sewer (11/2018)	722.39	0.00	120,895.63
11/01/2018	General Excise Tax for Water & Sewer (11/2018)	30.09	0.00	120,925.72
11/06/2018	Chk# 180524	0.00	13,328.87	107,596.85
11/15/2018	9/27/18 to 10/26/18 Electric	21,228.55	0.00	128,825.40

0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
89.55	16,640.90	0.00	142,639.84	159,370.29

QKC Maui Owner, LLC
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Statement

Account p0096 t0000313 Sears #002148
Prop Name QKC Maui MZB, LLC DBA Queen Ka'ahumanu Center
Assigned Spaces 1000
Date 04/22/2019
Payment \$ _____

Sears #002148
Sears #002148
3333 Beverly Rd
Hoffman Estates, IL 60179



Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
11/15/2018	9/27/18 to 10/26/18 Electric	884.38	0.00	129,709.78
12/01/2018	Base Minimum Rent (12/2018)	3,244.57	0.00	132,954.35
12/01/2018	General Excise Tax for Base Minimum Rent (12/2018)	135.17	0.00	133,089.52
12/01/2018	CAM Charge - Fixed (12/2018)	9,374.49	0.00	142,464.01
12/01/2018	General Excise Tax for CAM Charge - Fixed (12/2018)	390.54	0.00	142,854.55
12/01/2018	Water & Sewer (12/2018)	722.39	0.00	143,576.94
12/01/2018	General Excise Tax for Water & Sewer (12/2018)	30.09	0.00	143,607.03
12/07/2018	Chk# 181508	0.00	12,808.04	130,798.99
12/20/2018	10/27/18 to 11/27/18 Electric	21,859.90	0.00	152,658.89
12/20/2018	10/27/18 to 11/27/18 Electric	910.68	0.00	153,569.57
01/01/2019	Base Minimum Rent (01/2019)	3,244.57	0.00	156,814.14
01/01/2019	General Excise Tax for Base Minimum Rent (01/2019)	135.17	0.00	156,949.31
01/01/2019	CAM Charge - Fixed (01/2019)	9,051.00	0.00	166,000.31
01/01/2019	General Excise Tax for CAM Charge - Fixed (01/2019)	377.06	0.00	166,377.37
01/01/2019	Marketing Fund (01/2019-12/2019)	500.00	0.00	166,877.37
01/01/2019	General Excise Tax for Marketing Fund (01/2019-12/2019)	20.83	0.00	166,898.20
01/01/2019	Water & Sewer (01/2019)	722.39	0.00	167,620.59
01/01/2019	General Excise Tax for Water & Sewer (01/2019)	30.09	0.00	167,650.68
01/08/2019	Chk# 182514	0.00	12,808.04	154,842.64
01/14/2019	Chk# 0000154763	0.00	752.48	154,090.16
01/16/2019	11/28/18 to 12/27/18 Elec	19,358.94	0.00	173,449.10
01/16/2019	11/28/18 to 12/27/18 Elec	806.49	0.00	174,255.59
02/01/2019	Base Minimum Rent (02/2019)	3,244.57	0.00	177,500.16
02/01/2019	General Excise Tax for Base Minimum Rent (02/2019)	135.17	0.00	177,635.33
02/01/2019	CAM Charge - Fixed (02/2019)	9,051.00	0.00	186,686.33
02/01/2019	General Excise Tax for CAM Charge - Fixed (02/2019)	377.06	0.00	187,063.39
02/01/2019	Water & Sewer (02/2019)	722.39	0.00	187,785.78
02/01/2019	General Excise Tax for Water & Sewer (02/2019)	30.09	0.00	187,815.87
02/04/2019	Chk# 000183412	0.00	12,808.04	175,007.83
02/28/2019	12/28/2018 to 01/25/2019	15,975.36	0.00	190,983.19
02/28/2019	12/28/2018 to 01/25/2019	665.54	0.00	191,648.73
03/01/2019	Base Minimum Rent (03/2019)	3,244.57	0.00	194,893.30
03/01/2019	General Excise Tax for Base Minimum Rent (03/2019)	135.17	0.00	195,028.47
03/01/2019	CAM Charge - Fixed (03/2019)	9,051.00	0.00	204,079.47
03/01/2019	General Excise Tax for CAM Charge - Fixed (03/2019)	377.06	0.00	204,456.53
03/01/2019	Water & Sewer (03/2019)	722.39	0.00	205,178.92
03/01/2019	General Excise Tax for Water & Sewer (03/2019)	30.09	0.00	205,209.01
03/06/2019	Chk# 000184190	0.00	12,808.04	192,400.97
04/01/2019	Base Minimum Rent (04/2019)	3,244.57	0.00	195,645.54
04/01/2019	General Excise Tax for Base Minimum Rent (04/2019)	135.17	0.00	195,780.71

0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
89.55	16,640.90	0.00	142,639.84	159,370.29

QKC Maui Owner, LLC
PO Box 843743
Los Angeles, CA 90084-3743

Statement

Account p0096 t0000313 Sears #002148
Prop Name QKC Maui MZB, LLC DBA Queen Ka'ahumanu Center
Assigned Spaces 1000
Date 04/22/2019
Payment \$ _____

Sears #002148
Sears #002148
3333 Beverly Rd
Hoffman Estates, IL 60179



Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
04/01/2019	CAM Charge - Fixed (04/2019)	9,051.00	0.00	204,831.71
04/01/2019	General Excise Tax for CAM Charge - Fixed (04/2019)	377.06	0.00	205,208.77
04/01/2019	Water & Sewer (04/2019)	722.39	0.00	205,931.16
04/01/2019	General Excise Tax for Water & Sewer (04/2019)	30.09	0.00	205,961.25
04/05/2019	Chk# 185013 - APR2019 RENT	0.00	12,808.04	193,153.21
04/15/2019	Chk# 0000157633 - ELECTRIC	0.00	31,615.75	161,537.46
04/19/2019	Chk# 0000157784 - WATER JAN2019	0.00	2,167.17	159,370.29

0-30 Days	31-60 Days	61-90 Days	Above 90 Days	Amount Due
89.55	16,640.90	0.00	142,639.84	159,370.29

HONIGMAN LLP

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Admitted *Pro Hac Vice*
Attorneys for QKC Maui Owner, LLC

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

----- X

In re:	Chapter 11
SEARS HOLDING CORPORATION, <i>et al.</i> , ¹	Case No. 18-23538 (RDD)
	(Jointly Administered)
Debtors.	

----- X

CERTIFICATE OF SERVICE

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

The Debtors also include SHC Licensed Business LLC (3718), filed as Case No. 18-23616, and SHC Promotions LLC (9626), filed as Case No. 18-23630 (the "Additional Debtors"). The Additional Debtors each filed a motion in their respective chapter 11 case requesting joint administration with the Debtors for procedural purposes only pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure.

I hereby certify that, on May 2, 2019, I caused the foregoing papers to be filed electronically with the Clerk of the Court using the ECF system and served as follows:

- (i) on the parties requesting ECF notifications via the Court's CM/ECF case notification system;
- (ii) via overnight courier (priority overnight delivery) upon the parties on the attached **Service List A**; and
- (iii) via electronic mail upon the parties on the attached **Service List B**.

By: /s/ Lawrence A. Lichtman
Lawrence A. Lichtman

SERVICE LIST A

Chambers Copy

Chambers of the Honorable Judge Robert D. Drain
United States Bankruptcy Court for the Southern District of New York
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White Plains, NY 10601

Debtors

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Office of the United States Trustee

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SERVICE LIST B

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